Company Tracking Number: R-02974

TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Group Indemnity Prescription Drug Rider

Project Name/Number: Group Indemnity Prescription Drug Rider / R-02974

# Filing at a Glance

Company: Fidelity Security Life Insurance Company

Product Name: Group Indemnity Prescription SERFF Tr Num: FDLT-127286995 State: Arkansas

Drug Rider

TOI: H17G Group Health - Prescription Drug SERFF Status: Closed-Approved-State Tr Num: 49134

Closed

Sub-TOI: H17G.000 Health - Prescription Drug Co Tr Num: R-02974 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Jennifer Glaser, Kelly

Humiston, Teresa Saling, Kirsten

Farmer

Date Submitted: 06/24/2011 Disposition Status: Approved-

Closed

Disposition Date: 06/30/2011

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Group Indemnity Prescription Drug Rider Status of Filing in Domicile: Pending

Project Number: Group Indemnity Prescription Drug Rider / R-02974 Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination (Other)

Market Type: Croup

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer, Association, Trust, Other

Explanation for Other Group Market Type:

Union

Overall Rate Impact: Filing Status Changed: 06/30/2011
State Status Changed: 06/30/2011

Deemer Date: Created By: Kirsten Farmer

Submitted By: Kirsten Farmer Corresponding Filing Tracking Number:

Filing Description:

Fidelity Security Life Insurance Company NAIC #71870 FEIN #43-0949844

Group Indemnity Outpatient Prescription Drug Insurance

R-02974 - Group Indemnity Outpatient Prescription Drug Rider

Company Tracking Number: R-02974

TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Group Indemnity Prescription Drug Rider

Project Name/Number: Group Indemnity Prescription Drug Rider / R-02974

We respectfully submit the above form for your review and approval to be used with any group Health product available in your state. This form is new and does not replace any forms previously filed with your state.

This filing is for coverage sold via one-on-one direct agent sales to eligible Groups.

This product provides outpatient prescription drug benefits for prescription drugs purchased at retail pharmacies with an optional benefit for prescription drugs purchased by mail order. The tiers of benefits are variable, but the tier 1 level will always be included.

Variable information is indicated by brackets { }. The variables are to be read as though the phrase is in, out, or the choices shown. The variables will not be adjusted to be less favorable than your state allows.

If you have questions or need additional information, please do not hesitate to contact me at 1-800-648-8624 (extension 1143) or e-mail me at jglaser@fslins.com.

# **Company and Contact**

#### **Filing Contact Information**

Jennifer Glaser, Sr. Contract Analyst jglaser@fslins.com

3130 Broadway 800-648-8624 [Phone] 1143 [Ext]

Kansas City, MO 64111-2406 816-751-6026 [FAX]

Filing Company Information

Fidelity Security Life Insurance Company CoCode: 71870 State of Domicile: Missouri

3130 Broadway Group Code: 451 Company Type: Life & Health

Kansas City, MO 64111-2406 Group Name: State ID Number:

(800) 648-8624 ext. [Phone] FEIN Number: 43-0949844

\_\_\_\_\_

# **Filing Fees**

Fee Required? Yes Fee Amount: \$50.00

Retaliatory? Yes

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Company Tracking Number: R-02974

TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Group Indemnity Prescription Drug Rider

Project Name/Number: Group Indemnity Prescription Drug Rider / Group Indemnity Prescription Drug Rider / R-02974

Fidelity Security Life Insurance Company \$50.00 06/24/2011 49079010

Company Tracking Number: R-02974

TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Group Indemnity Prescription Drug Rider

Project Name/Number: Group Indemnity Prescription Drug Rider / Group Indemnity Prescription Drug Rider / R-02974

# **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	06/30/2011	06/30/2011

Company Tracking Number: R-02974

TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Group Indemnity Prescription Drug Rider

Project Name/Number: Group Indemnity Prescription Drug Rider / Group Indemnity Prescription Drug Rider / R-02974

# **Disposition**

Disposition Date: 06/30/2011

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FDLT-127286995
 State:
 Arkansas

 Filing Company:
 Fidelity Security Life Insurance Company
 State Tracking Number:
 49134

Company Tracking Number: R-02974

TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Group Indemnity Prescription Drug Rider

Project Name/Number: Group Indemnity Prescription Drug Rider / Group Indemnity Prescription Drug Rider / R-02974

**Schedule** Schedule Item Schedule Item Status Public Access Flesch Certification **Supporting Document** Approved-Closed Yes Application **Supporting Document** Approved-Closed Yes **Supporting Document** Statement of Variables Approved-Closed Yes Group Indemnity Prescription Drug Rider Approved-Closed **Form** Yes

 SERFF Tracking Number:
 FDLT-127286995
 State:
 Arkansas

 Filing Company:
 Fidelity Security Life Insurance Company
 State Tracking Number:
 49134

Company Tracking Number: R-02974

TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Group Indemnity Prescription Drug Rider

Project Name/Number: Group Indemnity Prescription Drug Rider / Group Indemnity Prescription Drug Rider / R-02974

# Form Schedule

Lead Form Number: R-02974

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
Approved-	R-02974	Policy/Cont Group Indemnity	Initial		50.000	R-02974.pdf
Closed		ract/Fratern Prescription Drug	9			
06/30/2011		al Rider				
		Certificate:				
		Amendmen				
		t, Insert				
		Page,				
		Endorseme				
		nt or Rider				



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

#### INDEMNITY OUTPATIENT PRESCRIPTION DRUG BENEFIT RIDER

By attachment of this Rider, the {Policy}{/}{Certificate} is amended by adding the following:

# **DEFINITIONS**

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the {Certificate} Schedule of Benefits, a Benefit Period is a Calendar Year.

{Benefit Period Maximum means benefits paid to or on behalf of an Insured Person during a Benefit Period up to the maximum shown in the {Certificate} Schedule of Benefits.}

**Brand Name** means a drug: 1) approved by the Food and Drug Administration (FDA); and 2) protected by the trademark registration of the pharmaceutical company which produces such drug.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

**Formulary** means a list, provided by the Company, of Prescription Drugs that are covered under the Policy. The Formulary categorizes Prescription Drugs into tiers.

**Generic** means therapeutically equivalent drugs as determined by the Food and Drug Administration (FDA) that are identical to the Brand Name drugs in strength or concentration, dosage form and route of administration.

**Immediate Family** means an Insured Person or an Insured Person's spouse, {Domestic Partner,} parent, child, grandparent, brother, sister, in-law or any person residing in the Insured Person's home.

**Legend Drug** means any medical substance whose label is required to bear the legend "Caution: Federal Law Prohibits Dispensing Without A Prescription," or a state restricted drug that may not require a prescription under federal law, but does require one under state law.

R-02974 {###}

**Medically Necessary** means that a Prescription Drug is necessary and appropriate for the diagnosis or treatment of a condition based on generally accepted current medical practice. A Prescription Drug will not be considered Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- 4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a Prescription Drug does not, of itself, make the Prescription Drug Medically Necessary.

**Non-Participating Pharmacy** means a pharmacy that does not participate in a program used by the Company to provide Prescription Drugs in accordance with the provisions of the Policy.

**Outpatient** means a Prescription Drug is not taken in or administered by a hospital or any other health care facility or office.

**Participating Pharmacy** means a pharmacy that has agreed to participate in a program used by the Company to provide Prescription Drugs in accordance with the provisions of the Policy.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family.

Prescription Drug means all Outpatient Medically Necessary medications shown in the Formulary. A Prescription Drug:

- 1. requires a Physician's written prescription;
- 2. is dispensed in the name of the Insured Person by a licensed pharmacist;
- 3. is approved for treatment of the Insured Person's illness or injury;
- 4. is not specifically excluded under the terms of the Policy; and
- 5. is not taken while in or administered by a hospital or any other health care facility or office.

{Vacation and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs are covered.}

#### **BENEFITS**

The following benefits are payable as shown in the {Certificate} Schedule of Benefits for Outpatient Prescription Drugs from a Participating or Non-Participating Pharmacy. {All benefit amounts are subject to the Benefit Period Maximum shown in the {Certificate} Schedule of Benefits.}

**Prescription Drugs Purchased at Retail Pharmacy.** The Company will pay the benefit shown in the {Certificate} Schedule of Benefits for a covered Prescription Drug.

If the Insured Person has the Prescription Drug filled or refilled at a Participating Pharmacy and presents the Insured Person's Prescription Drug card, the benefits are assigned to the Participating Pharmacy, and the Insured Person is required to pay any cost for the Prescription Drug above the benefit shown in the {Certificate} Schedule of Benefits.

If the Insured Person has the Prescription Drug filled or refilled at a Non-Participating Pharmacy or does not present the Insured Person's Prescription Drug card, the Insured Person must pay the full cost for the Prescription Drug at the time the Prescription Drug is filled or refilled and file a claim with the Company.

**{Prescription Drugs Purchased by Mail Order Participating Pharmacy.** If the Insured Person has the Prescription Drug filled or refilled by the Company's approved Mail Order Participating Pharmacy, the benefits are assigned to the Mail Order Participating Pharmacy, and the Insured Person is required to pay any cost for the Prescription Drug above the benefit shown in the {Certificate} Schedule of Benefits.}

## **{SCHEDULE OF BENEFITS**

**Benefit** 

 $\{\$0 - \$5,000\} \{N/A\}\}$ 

 $\{\$0 - \$5,000\} \{N/A\}\}$ 

 $\{\{1-3\} \text{ times Retail }$ 

Pharmacy Benefit } { N/A } } }

{Benefit Period {Month Day – Month Day}}

**{Benefit Period Maximum** 

Prescription Drug Benefit - Retail Pharmacy:

**{Prescription Drug Benefit – Mail Order Pharmacy:** 

{per Insured Person {\$250 - \$250,000}} {per family{\*} {\$500 - \$500,000}

<sup>{\*</sup> The total family maximum may only be met by a combination of two or more family members.}}

Tier Tier 1:	<b>Generic</b> {\$0 - \$5,000}	{ <b>Brand</b> {\$0 - \$5,000} {N/A}
{{Tier 2:	{\$0 - \$5,000}	$\{\$0 - \$5,000\} \{N/A\}\}$
{{Tier 3:	{\$0 - \$5,000}	{\$0 - \$5,000} {N/A}}
{{Tier 4:	{\$0 - \$5,000}	$\{\$0 - \$5,000\} \{N/A\}\}$
{{Tier 5:	{\$0 - \$5,000}	{\$0 - \$5,000} {N/A}}
{{Tier 6:	{\$0 - \$5,000}	{\$0 - \$5,000} {N/A}}
{{Tier 7:	{\$0 - \$5,000}	{\$0 - \$5,000} {N/A}}
{Tier 8:	{\$0 - \$5,000}	$\{\$0 - \$5,000\} \{N/A\}\}$

T TR #TFF	ABITE	TITTOT	TICTOLIC
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	AIND	LAUL	USIONS

 $\{\$0 - \$5,000\}$ 

 $\{\$0 - \$5,000\}$ 

 $\{1-3\}$  times Retail

Pharmacy Benefit

## **Limitations**

**Tier 9:** 

{Tier  $\{10 - 20\}$ :

{If a Brand Name Prescription Drug is dispensed {solely upon the Insured Person's request} in lieu of an available Generic Prescription Drug, the Company will pay the benefit shown in the {Certificate} Schedule of Benefits for the Generic alternative.}

{Dispensing Limits and Authorized Refills. Retail Pharmacy: {the {greater} {lesser} of} a 30-day supply {or {100-unit} {specified unit} doses}. {Mail Order Pharmacy: 90-day supply {of a maintenance Prescription Drug or a 30-day supply of any other Prescription Drug}.}}

#### **Exclusions**

The Policy does not provide any benefits for the following:

- 1. all Prescription Drugs not specifically listed in the Formulary;
- 2. all over-the-counter products and medications {, unless shown in the Formulary}:
- 3. {all non-Legend Prescription Drugs{, unless shown in the Formulary};}
- 4. refills in excess of that specified by the prescribing Physician; or refills dispensed after one year from the original date of the prescription;
- 5. {all newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication {, unless shown in the Formulary};}
- 6. {any drug labeled "Caution Limited by Federal Law for Investigational Use" or experimental drugs{, unless shown in the Formulary};}
- 7. {any drug that the FDA has determined to be contraindicated for the specific treatment;}
- 8. {drugs needed due to conditions caused, directly or indirectly, by an Insured Person taking part in a riot or other civil disorder;} {or the Insured Person taking part in the commission of a felony;}
- 9. {drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war;} {or drugs dispensed to an Insured Person while on active duty in any Armed Forces;}
- 10. {any expenses related to the administration of any drug;}
- 11. {needles or syringes{,unless shown in the Formulary};}
- 12. {drugs or medicines taken while in or administered by a hospital or any other health care facility or office;}
- 13. {drugs covered under Workers' Compensation, Medicare or other Governmental program;}
- 14. {drugs, medicines or products that are not Medically Necessary;} or
- 15. {Brand Name Prescription Drugs.}

This Rider takes effect on the {later of the} effective date {of the {Policy}{/}{Certificate} to which it is attached} {or {Month Day, Year}} {shown in the Certificate Schedule}. This Rider terminates concurrently with the {Policy}{/}{Certificate} to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the {Policy}{/}{Certificate} except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Company Tracking Number: R-02974

TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Group Indemnity Prescription Drug Rider

Project Name/Number: Group Indemnity Prescription Drug Rider/Group Indemnity Prescription Drug Rider/R-02974

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 06/30/2011

Comments:
See Attached
Attachment:

Readability Certification.pdf

Item Status: Status

Date:

Bypassed - Item: Application Approved-Closed 06/30/2011

Bypass Reason: N/A. This is a Rider only filing

**Comments:** 

Item Status: Status

Date:

Satisfied - Item: Statement of Variables Approved-Closed 06/30/2011

Comments: See Attached Attachment:

Statement of Variables.pdf

# FIDELITY SECURITY LIFE INSURANCE COMPANY

Kansas City, Missouri

I, AN OFFICER OF Fidelity Security Life, certify that the Flesch reading ease score for policy form(s) \_\_\_\_ \* \_\_\_ meets the minimum requirements of the NAIC Policy Language Model Simplification Act.

inclu nam page	accordance with the NAIC Model Act, certain langual cludes the following: (a) name and address of Fidenme, number and title of the policy; index page; cauges, schedules and tables; (b) all words defined in the oplicable.	elity Security Life Insurance Company; aptions and subcaptions; specifications
*	R-02974	
	Score = 50	
	$\rightarrow$	(arthe & Madden)
	Mart	ha E. Madden
	Vice	President and General Counsel
	June	23, 2011
	Date	

### Explanation of Variables Form R-02974

**Cover Page** 

Policy/Certificate One or both, depending on whether the Rider is needed for the Policy

only, the Certificate only, or both.

### Policy Form Number with which this rider is used.

**Definitions** 

Certificate In or out depending upon whether the Schedule is included within the

Rider or in the corresponding Certificate.

Benefit Period Maximum In or out depending upon whether a Benefit Period Maximum is

elected by the Policyholder and/or the Company

Domestic Partner In or out depending upon whether Domestic Partners are covered.

Vacation and replacement of lost, stolen, spilled, broken or

dropped Prescription Drugs are covered

In or out depending upon the benefits elected by the Policyholder

and/or the Company

**Benefits** 

Prescription Drugs Purchased By Mail Order Participating

Pharmacy

In or out depending on whether Mail Order is an option, as elected by the Policyholder and/or the Company

**Schedule of Benefits** 

Benefit Period In or out. Month Day as elected by the Policyholder

**Benefit Period Maximum** In or out as elected by the Policyholder and/or the Company

per Insured Person In or out depending on whether a Benefit Period Maximum is elected

by the Policyholder

per family\*

In or out depending upon whether dependent coverage is elected by the

Policyholder and whether there is a family Benefit Period Maximum or

if each Insured Person must meet the Insured Person Maximum

The total family maximum may only be met by a

combination of two or more family members.

combination of two of more family members.

In or out depending upon if the per family is elected and the benefits

elected by the Policyholder and/or the Company

\$0 - \$5,000, N/A Either option. Within the range provided as elected by the

Policyholder. \$0 is a place card holder and will not be used.

Tier 2 – Tier 20 In or out depending upon the benefits elected. There will always be at

least a Tier 1; however, number of tiers may be greater than 20.

**Prescription Drug Benefit – Mail Order Pharmacy** 

In or out depending upon whether Mail Order Pharmacy coverage is

elected by the Policyholder and/or the Company

1 - 3 Within the range provided as elected by the Policyholder and/or the

Company

Brand Column In or out depending upon whether Brand Name Prescription Drugs are

covered

#### **Limitations and Exclusions**

If a Brand Name Prescription Drug is dispensed solely upon In or out depending on whether Brand Name Prescription Drug is an the Insured Person's request in lieu of an available Generic option, as elected by the Policyholder and/or the Company Prescription Drug, the Company will pay the benefit shown in the Certificate Schedule of Benefits for the Generic alternative solely upon the Insured Person's request In or out depending upon the benefits elected by the Policyholder and/or the Company Dispensing Limits and Authorized Refills – Retail: In or out depending upon the benefits elected by the Policyholder and/or the Company greater, lesser Either option is selected depending on the benefits elected by the Policyholder and/or the Company 100-unit, specified unit doses. Either option is selected depending on the benefits elected by the Policyholder and/or the Company Mail Order Pharmacy: 90-day supply of a maintenance In or out depending on whether Mail Order is an option elected by the Prescription Drug or a 30-day supply of any other Policyholder and/or the Company Prescription Drug of a maintenance Prescription Drug or a 30-day supply of any In or out depending on the benefits elected by the Policyholder and/or the Company other Prescription Drug unless shown in the Formulary In or out as elected by the Policyholder and/or the Company all non-Legend Prescription drugs unless shown in the In or out as elected by the Policyholder and/or the Company Formulary all newly marketed pharmaceuticals or currently marketed In or out as elected by the Policyholder and/or the Company pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication unless shown in the Formulary; any drug labeled "Caution - Limited by Federal Law for In or out as elected by the Policyholder and/or the Company Investigational Use" or experimental drugs unless shown in the Formulary; any drug that the FDA has determined to be contraindicated In or out as elected by the Policyholder and/or the Company for the specific treatment; drugs needed due to conditions caused, directly or indirectly, In or out as elected by the Policyholder and/or the Company by an Insured Person taking part in a riot or other civil disorder; or the Insured Person taking part in the commission of a felony;} drugs needed due to conditions caused, directly or indirectly, In or out as elected by the Policyholder and/or the Company by declared or undeclared war or an act of war; or drugs dispensed to an Insured Person while on active duty in any Armed Forces;} any expenses related to the administration of any drug; In or out as elected by the Policyholder and/or the Company

EOV-02974ID

needles or syringes unless shown in the Formulary;

In or out as elected by the Policyholder and/or the Company

drugs or medicines taken while in or administered by a In or out as elected by the Policyholder and/or the Company hospital or any other health care facility or office;

Medicaid or other Governmental program;

drugs covered under Workers' Compensation, Medicare, In or out as elected by the Policyholder and/or the Company

drugs, medicines or products that are not Medically Necessary;

In or out as elected by the Policyholder and/or the Company

Brand Name Prescription Drugs;

In or out as elected by the Policyholder and/or the Company depending upon whether Brand Name Prescription Drugs are covered

Later of the

In or out depending on whether an effective date is used in addition to the Policy/Certificate effective date

of the Policy/Certificate to which it is attached. shown in the Certificate Schedule.

Either option is selected

or Month Day, Year

In or out depending on whether the Rider is added to an existing Policy/Certificate and has a later effective date